

**RESOLUTION NO. 2012 - 14**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT FOR THE ARTS EDUCATION PROGRAM AND PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT**


WHEREAS, the City of Sedona desires to enter into an Intergovernmental Agreement with the Sedona-Oak Creek Joint Unified School District No. 9, setting forth their mutual obligations in connection with the Arts Education Program,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:


The City of Sedona, through its Mayor and City Council, hereby approves the Intergovernmental Agreement with the Sedona-Oak Creek Joint Unified School District, setting forth their mutual obligations in connection with the proposed continuation of an "Arts Education Program".

The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.


PASSED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona, this 24<sup>th</sup> day of July, 2012.

  
Robert M. Adams, Mayor

ATTEST:

  
Sherri O'Connor, Deputy City Clerk

APPROVED AS TO FORM:

  
City Attorney

## INTERGOVERNMENTAL AGREEMENT FOR ARTS EDUCATION PROGRAM

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF SEDONA, Arizona, a municipal corporation of the State of Arizona, hereinafter called the "City," and the SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona, hereinafter called the "District," as follows:

WHEREAS, the City, through its Arts & Culture Commission, desires to promote art education for the youth of the City; and

WHEREAS, the District desires to continue the program of Arts Education in order to promote the arts for the youth of Sedona; and

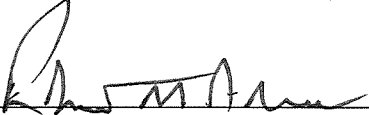
WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to each other, it is hereby agreed as follows:

1. Pursuant to this agreement, the District will insure the availability of District facilities and the implementation of classroom learning experiences dealing with arts education.
2. It is understood that the City will, through the Arts Education Coordinator, paid as an independent contractor through agreement with the City:
  - a. Organize, schedule and monitor the *Artist in the Classroom Program*.
  - b. Assist classroom teachers to integrate art resources into their curriculum.
  - c. Oversee the distribution of the City's art and music collection housed at the schools.
3. The term of this Agreement will be from the date of execution through June 30, 2013.
4. Pursuant to A.R.S. § 38-511, the parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that party is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

5. This Agreement may be terminated upon sixty (60) days written notice to the other party or upon mutual agreement.

CITY OF SEDONA, a municipal corporation of the State of Arizona

By:   
Robert M. Adams, Mayor

Dated: 7/30/12

ATTEST:

  
Susan L. Irvine, City Clerk

Dated: 7/30/12

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

  
City Attorney

Dated: 7.31.12

THE SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dated: \_\_\_\_\_

Pursuant to A.R.S. § 11-952(D), the undersigned attorney as counsel for the Sedona-Oak Creek Unified School District has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the District.

\_\_\_\_\_  
Counsel for the Sedona-Oak Creek Unified  
School District

Dated: \_\_\_\_\_